

BILL NO. S-77-06-08

SPECIAL ORDINANCE NO. S- 115-77

AN ORDINANCE approving a lease contract with Norfolk and Western Railway Company for automobile parking.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the lease contract dated May 1, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Norfolk and Western Railway Company for the purposes of surface automobile parking and for a total cost of \$14,600.00, all as more particularly set forth in said lease contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T. Hinga
Councilman

APPROVED AS TO FORM
AND LEGALITY,

[Signature]
CITY ATTORNEY

Read the first time in full and on motion by Herga, seconded by

Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____ the _____ day of _____, 19__ at _____ o'clock _____ M., E.S.T.

DATE: 6-14-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Herga, seconded by Luci, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>2</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	<u>X</u>	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	<u>X</u>	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 6-28-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8-115-77 on the 28th day of June, 1977.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of June, 1977, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 30th day of June, 1977, at the hour of 10:30 o'clock _____ M., E.S.T.

Rabih Elamathony
MAYOR

Bill No. S-77-06-08

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a lease contract with Norfolk and Western Railway Company for automobile
parking.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

William T. Hinga
James S. Stier
Paul M. Burns

CONCURRED IN

DATE 6-28-77

CHARLES W. WESTERMAN, CITY CLERK

NW

May 17, 1977

Mr. Henry P. Wehrenberg, Chairman
Board of Public Works
The City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, Indiana 46802

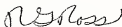
Dear Mr. Wehrenberg:

Enclosed herewith, in duplicate, is proposed term lease contract covering the occupation of railway land in Fort Wayne, Indiana, by The City of Fort Wayne for surface automobile parking.

We will appreciate your execution and return of both copies for similar action on behalf of the Railway, after which a fully executed counterpart will be returned for your record and file.

We trust with the enclosed agreement that the City can expedite its approval and execution and hope that this matter can be fully consummated on or before May 31, 1977.

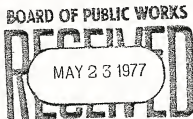
Very truly yours,



R. G. Ross
Industrial Representative

RGR/ewn

Enclosures



64-244-16

6/7/77

LEASE

THIS INDENTURE OF LEASE, made and entered into as of the 1st day of May, 1977, between NORFOLK AND WESTERN RAILWAY COMPANY (a Virginia corporation) of the first part, hereinafter called Lessor, and THE CITY OF FORT WAYNE, INDIANA, City-County Building, One Main Street, Fort Wayne, Indiana 46802, of the second part, hereinafter called Lessee:

WITNESSETH:

WHEREAS, Lessee desires to lease from Lessor, for the purpose of surface automobile parking, certain land situate in the City of Fort Wayne, Indiana, as shown outlined in green on Lessor's print of plan marked "EXHIBIT A", attached hereto and made part hereof;

WHEREAS, Lessor is willing to lease the above described premises solely for the above stated purpose on the terms hereinafter stated:

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth, Lessor does hereby let to Lessee and Lessee does hereby hire of Lessor the above described premises for the purposes of surface automobile parking.

1. TERM

This lease shall extend for an initial term of five (5) years from the date first hereinabove set forth, with the privilege to renew for three (3) additional periods of five (5) years each provided, however, that Lessee notifies Lessor in writing of its desire to renew not earlier than one (1) year nor later than six (6) months prior to the expiration of the initial five (5) year term or any subsequent five (5) year renewal term. Except for the amount of rental and insurance limits and coverage all terms and conditions of this lease shall apply to any renewal thereof.

2. RENTAL DURING FIRST FIVE YEAR PERIOD

(a) Lessee shall pay to Lessor (or whomsoever shall have the right to collect rent as owner, designee or assignee) as rental the sum of FOURTEEN THOUSAND SIX HUNDRED DOLLARS (\$14,600) per year payable quarterly in advance, during the initial five (5) year term of this lease.

(b) Rental shall be paid at the office of the Treasurer of Lessor in Roanoke, Virginia 24042; or such other place as may be designated by Lessor (or whomsoever shall have the right to collect rent as owner, designee or assignee) in writing.

3. RENTAL DURING ANY FIVE (5) YEAR RENEWAL TERM

(a) The rental to be received by Lessor for any five (5) year renewal term following the original five (5) year term of this lease shall be subject to negotiation and adjustment by the parties hereto. During the last six (6) months of any term of this lease, Lessor shall notify Lessee in writing of the rental it intends to charge. Lessee should exercise its option to renew. If within thirty (30) days of the giving of such notice, Lessee does not notify Lessor in writing of its objections to the annual rental so specified by Lessor, the rental so specified shall apply to the said five (5) year renewal period and be payable as provided in the preceding paragraph. If such statement of objections is received within said thirty (30) day period, the rental for the ensuing five (5) year renewal period shall be determined as set forth below and be payable as provided in the preceding paragraph.

(b) Lessor and Lessee shall each, within thirty (30) days of the date such objections of Lessee are received, select a disinterested and qualified real estate appraiser and the two so selected shall immediately select a third disinterested and qualified real estate appraiser. The three appraisers so chosen shall thereupon promptly meet and act as a committee to determine the annual rental Lessee should pay to Lessor based on the fair market value of the leased premises for the next ensuing five (5) year renewal period, but in no event shall the rental be less than that for the original term. Should either party fail to appoint an appraiser within the aforesaid period of time, then the other party may appoint two appraisers and the two appraisers thus appointed shall select a third appraiser; the three appraisers so selected shall likewise act as a committee to determine the annual rental as aforesaid. Within sixty (60) days of the appointment of the committee of three appraisers, a decision of the majority thereof as to such annual rental shall be reported in writing to Lessor and Lessee. In determining the annual rental the committee of appraisers shall disregard the value of improvements made by Lessee.

In the event the rental for the said five (5) year renewal period as determined by the above appraisal method exceeds by more than twenty-five per cent (25%) the rental then in effect, then, within sixty (60) days of the giving of the appraisal decision, Lessee may terminate this lease by written notice to Lessor, effective as of the end of the five (5) year period preceding the period for which such increased rental would have become effective or as of the end of the period of sixty (60) days after the date such written notice of termination of this lease is duly given, whichever is the later in time.

(c) All expenses incurred in any appraisal made under the provisions of this paragraph shall be borne equally by Lessor and Lessee.

4. RENTAL AS BEING EARNED

The rent due for the period ending on the day specified in any notice for or declaration of the termination of this lease shall be considered as having been earned, and if

this lease shall be terminated by Lessor prior to the expiration of any period for which the rent shall have been paid in advance, Lessor shall refund to Lessee all unearned rent, provided, however, that if Lessee shall have violated any of the provisions of this lease, no refund shall be made.

Acceptance of rent paid by Lessee upon the terms mentioned herein shall in no way be taken or construed to be a waiver of any provision of this lease relative to the termination thereof.

5. CERTAIN RESERVATIONS BY LESSOR

(a) Lessor reserves the right at all times to enter the leased premises for the purpose of repairing, maintaining, renewing, replacing, modifying, etc. its tracks and appurtenances. Lessee acknowledges its awareness that Lessor operates a mainline, interstate railroad over the leased premises, that continuity of such railroad operations are of paramount importance and that it will at all times fully cooperate with Lessor in the exercise of such rights.

(b) In the event of a railroad derailment, failure of the elevated railroad structure or disaster of any nature, Lessor at its sole discretion may forthwith suspend this lease in whole or in part for a reasonable period of time in order to clear any wreckage and restore the railroad facilities. In such an event there shall be a pro-tanto abatement of rent. Any such suspension shall not, however, result in an extension of this lease or any renewal term thereof.

(c) Lessor shall have the right at all times to maintain and/or construct, or to permit third parties with whom Lessor may have contracts to maintain and/or construct, overhead or underground pipe or wire lines, now installed or hereafter to be installed, over, under, upon or across the leased premises, but without unnecessary interference with the use of the leased premises by Lessee, and in connection with such right Lessor and said third parties shall have the right to enter upon the leased premises for the purpose of repairing, maintaining, renewing and/or removing said pipe or wire lines, provided, however, that such work shall be carried on with as little interference as possible to Lessee with its use of the leased premises.

(d) Lessor reserves to itself, its successors or assigns, the unrestricted right to develop all of the leased premises, above fifteen (15) feet from ground level and reserves to itself, its successors or assigns, such rights as may be necessary or expedient to develop said property, provided, however, that such development does not preclude Lessee from using the leased premises for the purposes hereinabove set forth.

(e) Lessor reserves the right to the free and exclusive use of that space between two piers or columns supporting the tracks and appurtenances as outlined in red on Exhibit A, together with ingress and egress thereto, for the purpose of vehicular parking by Lessor and its licensees.

6. PAYMENT OF TAXES, ASSESSMENTS, UTILITIES, ETC.

(a) During the term of this lease, Lessor shall initially pay all taxes, levies or assessments which may become a lien against the leased premises and Lessee shall reimburse Lessor, promptly upon receipt of an itemized statement, such taxes and/or assessments attributable to any improvements Lessee may make or cause to be made. Lessee shall pay directly to the utility, agency, or department involved, all costs of utilities, water, sewage disposal and other services. Except as herein provided, Lessee shall pay directly to the Governmental authority concerned all licenses, taxes, fees, levies and assessments imposed or accruing during the term of this lease.

(b) Lessee shall annually present to Lessor for inspection the official receipts (or photocopies thereof) showing the payment of any of said licenses, taxes, fees, levies and assessments. Notwithstanding the foregoing contrary provisions, Lessee shall not be required to pay any license, tax, fee, levy, or assessment so long as Lessee in good faith shall contest the validity thereof by appropriate legal proceeding, provided that Lessee shall, prior to the time such license, tax, fee, levy, assessment or cost becomes due, give Lessor a surety bond (or other security satisfactory to Lessor) in an amount sufficient to cover the licenses, taxes, fees, levies or assessments concerned, together with the costs, interest and penalties which may accrue thereon, conditioned that if it should be judicially determined in said proceeding that said licenses, taxes, fees, levies or assessments are valid and binding, or if said proceeding shall be discontinued, Lessee shall forthwith pay such licenses, taxes, fees, levies, or assessments together with all costs, interest and penalties attached thereto.

7. USE OF PREMISES AND COMPLIANCE WITH LAWS BY LESSEE

(a) Lessee shall use the leased premises only for the purpose first hereinabove set forth.

(b) Lessee, at its sole cost and expense, shall comply with and observe all laws and regulations of all public authorities, and all orders, demands and notices, whether addressed to Lessee or to Lessor, or otherwise, issued thereunder, in any manner affecting or related to the use or condition of the leased premises, or of the roads, streets, sidewalks or curbs adjacent thereto, or of any buildings or improvements thereon or connected therewith, or in any manner affecting or related to the businesses or trades conducted on or in connection with the leased premises (including, without limitation, federal, state or local laws, regulations, orders, demands or notices requiring the installation and/or maintenance of air, water, noise, solid wastes or other pollution control equipment, machinery, structures or devices and changes, additions, improvements, removals, construction, reconstruction or signs required pursuant to regulations issued or enforced under the Occupational Safety and Health Act of 1970, as the same may be amended); and Lessee shall assume, bear and pay, and shall indemnify and save harmless Lessor against and from, any and all

suits, demands, claims, fines, penalties, forfeitures, judgments, costs and expenses directly or indirectly growing out of or resulting from the failure of Lessee to comply with or observe any such laws, regulations, orders, demands or notices. Nothing herein contained, however, shall be construed as prohibiting Lessee from contesting in good faith the legality of any law, regulation, order, demand or notice of any public authorities, provided that Lessee shall, in any event, indemnify and save harmless Lessor.

(c) No explosives or materials of an inflammable nature shall be stored in or upon the leased premises.

8. RAILWAY OPERATIONS NOT TO BE INTERFERED WITH

Lessee shall not create, or permit to be created, any condition which will impair, impede or interfere in any way with the operation of Lessor's railroad. In the event of a breach of this covenant which continues uncorrected for 72 hours or more after notice thereof has been given by Lessor, Lessor may enter the leased premises either to correct the breach or remove that which impairs, impedes or interferes with the operation of Lessor's railroad, all at the sole cost and expense of Lessee.

9. PRIOR APPROVAL FOR IMPROVEMENTS

Lessee shall secure the written approval of Lessor's Regional Manager Industrial Real Estate prior to making any improvements on the leased premises. Lessee shall not make any attachments to Lessor's bridge, piers or structure.

10. MAINTENANCE OF PREMISES BY LESSEE

Lessee shall maintain the leased premises in a neat and orderly manner and shall obey all laws and ordinances relating to the care of the same, and shall use said premises in a careful and safe manner so as not to interfere with the operation or maintenance of business of Lessor, and shall indemnify Lessor against loss by reason of any failure so to do.

11. PAYMENT OF CLAIMS FOR MATERIAL AND/OR LABOR BY LESSEE

Lessee shall pay, satisfy and discharge all claims or liens for material and labor, or either of them, used or employed by Lessee in the construction, repair, maintenance, or removal of any improvements located upon the leased premises, whether said improvements shall be the property of the Lessor or of the Lessee, and Lessee shall indemnify and save harmless Lessor from all such claims, liens or demands whatsoever.

12. ASSUMPTION OF RISK AND INDEMNIFICATION BY LESSEE

(a) Lessee, its successors and assigns, hereby assumes all risk of loss or damage to property on the leased

premises, and also assumes liability for all loss or damage to property adjacent to the leased premises resulting from some act, omission or negligence on the part of Lessee, in connection with the use of the leased premises, and Lessee also assumes all liability for injury to or death of persons on or adjacent to the leased premises arising out of or resulting from the condition or use of the leased premises, and all liability for injury to, or death of persons, on or adjacent to said leased premises, arising out of or resulting from the business of Lessor or the operation or maintenance of railway facilities and appurtenances; and Lessee agrees to indemnify and save harmless Lessor, its successors and assigns, from all claims for any and all such loss, damage, injury or death, unless such loss, damage, injury or death shall have been caused solely by the negligence of Lessor.

(b) Lessee shall reimburse Lessor for all loss or damage, by fire or otherwise, to any property, real or personal, owned or controlled by or in possession of Lessor, caused by the negligence of Lessee, its agents, employees or sublessees.

13. INSURANCE

Lessee agrees to carry comprehensive general liability policy protecting the Lessor from all claims arising out of the use of the subject premises designating the Lessor as the named insured under the said policy and providing the following limits:

PUBLIC LIABILITY

\$1,000,000 for each person and
\$3,000,000 for each accident

PROPERTY DAMAGE

\$1,000,000 each occurrence

It is further agreed hereby that a certificate of such insurance to be obtained by Lessee, with proper endorsements for the aforesaid liabilities, shall be furnished Lessor by Lessee, and such certificate shall provide that Lessor and Lessee shall have at least ninety (90) days' written notice prior to any cancellation, termination or modification of such insurance.

14. VIOLATION OR DEFAULT BY LESSEE

(a) If Lessee shall fail to keep and perform any one or more of the covenants and agreements herein on its part to be kept and performed, and should such failure continue for a period of five (5) days from the date of receipt of written notice from Lessor to Lessee of such failure, then Lessor shall have the option to terminate this lease by written notice to Lessee, and from thenceforth it shall be lawful for Lessor to re-enter and take possession of the leased premises, and to expel Lessee and all others therefrom.

(b) It is understood and agreed that any such notice of default or termination, or any notice of Lessor required

to be given Lessee may be sent by mail to Lessee at the address of Lessee first herein set forth, or posted on the premises, and, if posted on the premises, shall be deemed received on the date the same is so posted. If the notice be mailed, it shall be deemed to have been given on the day it is postmarked.

(c) Neither party hereto shall be relieved by the termination of this lease of any obligation which shall have accrued thereunder prior to such termination.

15. DUTIES AND OBLIGATIONS OF LESSEE UPON TERMINATION OF LEASE

(a) Lessee shall, at the expiration of the term and continuance, or other termination of this lease, as herein provided, vacate the leased premises forthwith and surrender them in good order to Lessor, and Lessee shall at such time, provided all sums due Lessor hereunder shall have been paid, and all covenants herein on the part of Lessee shall have been performed, remove therefrom any and all structures or other property belonging to Lessee, and restore the said premises to their former condition. Such removal shall be effected without damage to the property of Lessor.

(b) If Lessee shall fail to make such removal within thirty (30) days from the date of such termination, Lessor may remove all or any part of such structures and/or property and dispose of the same without liability to Lessee, and restore the leased premises to their former condition at the sole expense of Lessee. Lessee shall reimburse Lessor for such expense within thirty (30) days of receipt of a bill or bills therefor.

16. TITLE

Lessee hereby disclaims all right to the possession of the leased premises other than by virtue of this lease, and nothing herein shall imply or import a covenant on the part of Lessor for quiet enjoyment. This lease is subject to any limitation, restriction or impediment in Lessor's title.

17. NON-ASSIGNABILITY OF LEASE

This lease shall be binding upon the parties hereto and their successors and assigns. Lessee, however, shall not assign this lease, or sublet the leased premises and appurtenances or any part thereof, or grant the use thereof, without first obtaining the written consent of Lessor's Vice President Industrial Development, Real Estate and Taxation or other similar officer of Lessor. Notwithstanding the foregoing prohibition, however, Lessee may sublease not more than ten (10) parking spaces to any single individual, association, partnership or corporation without the prior approval of Lessor. In no event, however, shall any such sublease relieve Lessee of any of its obligations to Lessor.

18. BANKRUPTCY

In the event Lessee shall file a voluntary petition in bankruptcy, or be by any court adjudicated a bankrupt or insolvent, or shall be placed in liquidation or reorganization, or a temporary or permanent receiver or trustee of Lessee's property shall be appointed by any court, or if Lessee shall make a general assignment, or if any execution or attachment shall be issued against Lessee, or any of Lessee's property, whereby the leased premises shall be taken or occupied or attempted to be taken or occupied by someone other than Lessee, or if this lease or any part thereof, shall, by operation of law, devolve upon or pass to any person or persons other than Lessee, then Lessor shall have the right, at its option, to declare this lease terminated, and from thenceforth it shall be lawful for Lessor to re-enter and repossess itself of the leased premises by force or otherwise and to dispossess and remove therefrom Lessee and the legal representative of Lessee, or other occupants thereof, and their effects, and to hold the same as if this lease had not been made and Lessee hereby expressly waives notice of intention to re-enter or of instituting legal proceedings to that end.

19. HOLDING OVER

If Lessee holds over or remains in possession of the leased premises after the expiration of the original term or any extension thereof, such holding over or continued possession shall create a tenancy from month to month only, and monthly rental for such period shall be equal to one-twelfth (1/12) of the annual rental last in effect.

20. WAIVER

Any waiver at any time of a breach of any condition of this lease shall extend to the particular breach so waived and shall not impair or affect the existence of such conditions or the right of Lessor thereafter to avail itself of any breach thereof subject to such waiver.

21. EMINENT DOMAIN

If during the term of this lease the leased premises should be appropriated or otherwise acquired by a governmental body or agency thereof, or by a quasi-public body, this lease shall cease and come to an end. If a part only of the leased premises is so acquired and the balance of the said premises in Lessee's opinion is not suitable for the purpose first hereinabove enumerated, this lease at the option of Lessee, shall cease and come to an end without further liability on the part of Lessee, provided, however, that Lessee first give written notice to Lessor of Lessee's exercise of said option to terminate within thirty (30) days of said acquisition. All awards or compensation for the leased premises, or part thereof, resulting from such appropriation or acquisition shall be paid to Lessor, except Lessee shall

receive the reasonable value of any improvements made by it to the leased premises which are remaining thereon at the time of such appropriation or acquisition.

22. HEADINGS FOR CONVENIENCE ONLY

The headings of the Sections in this lease are for purposes of convenience only, and shall not be considered as limiting or expanding the subject matter therein, nor the agreement of the parties, which is contained solely within the written terms of this lease.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in duplicate, as of the day and year first above written.

Signed and acknowledged in
the presence of:

NORFOLK AND WESTERN RAILWAY COMPANY

By _____

Attest _____

Signed and acknowledged in
the presence of:

CITY OF FORT WAYNE, INDIANA

By *May G. Scott*

Attest *Ursula Miller*

COMMONWEALTH OF VIRGINIA :

SS:

CITY OF ROANOKE :

BEFORE ME, a Notary Public in and for said City, personally appeared _____, _____ and _____ Secretary of NORFOLK AND WESTERN RAILWAY COMPANY, the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such _____ and _____ Secretary, in behalf of said corporation; and that said instrument is their free act and deed as such officers, respectively, and the free and corporate act and deed of NORFOLK AND WESTERN RAILWAY COMPANY.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Roanoke, Virginia, this _____ day of _____, 1977.

Notary Public

My commission expires _____

STATE OF INDIANA :
SS:
ALLEN COUNTY :

BE IT REMEMBERED, that on the 1st day of June, 1977, before me, Anne J. Fox, a Notary Public in and for the county and state aforesaid, personally appeared Henry P. Schrenberg, C.H. Lamar, Max G. Scott of the CITY OF FORT WAYNE, INDIANA, and acknowledged the execution of the foregoing instrument on behalf of said corporation as the voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Anne J. Fox
ANNE J. FOX

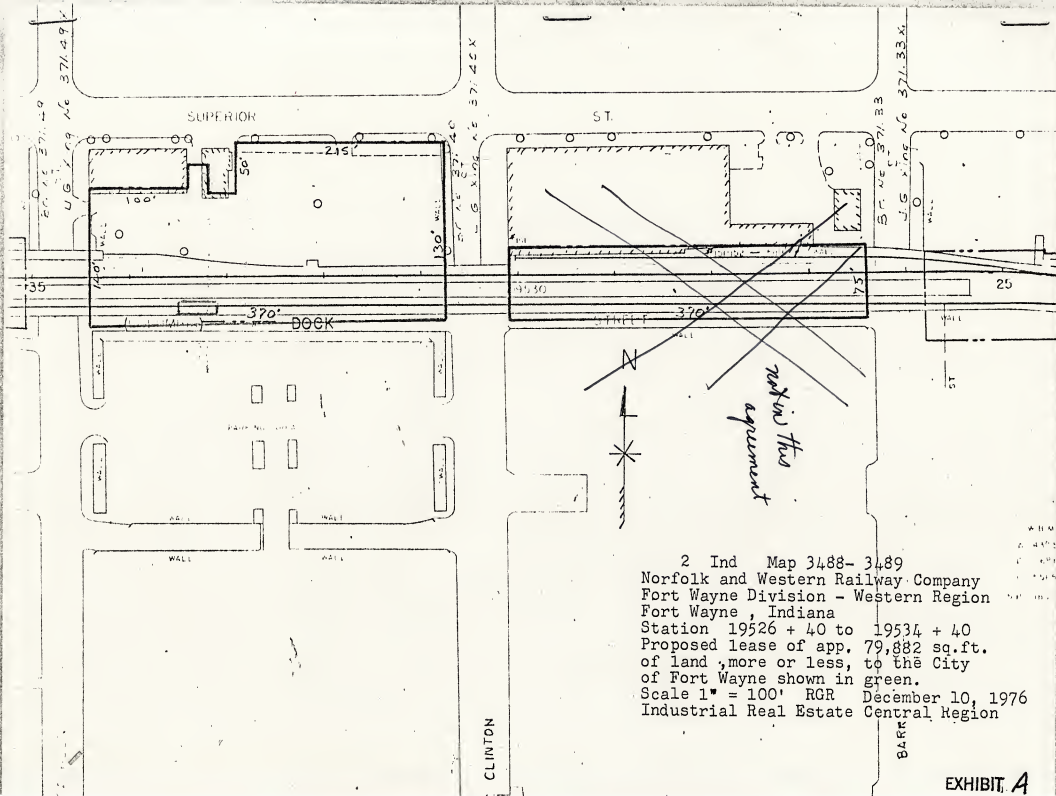
Notary Public

My commission expires 3/6/80.

This instrument prepared by
Walter C. Dissen
Attorney at Law
Cleveland, Ohio

APPROVED AS TO FORM AND LEGALITY

Henry P. Schrenberg
C.H. Lamar
Max G. Scott
C.H. Schrenberg



2 Ind Map 3488-3489
 Norfolk and Western Railway Company
 Fort Wayne Division - Western Region
 Fort Wayne, Indiana
 Station 19526 + 40 to 19534 + 40
 Proposed lease of app. 79,882 sq.ft.
 of land, more or less, to the City
 of Fort Wayne shown in green.
 Scale 1" = 100' RGR December 10, 1976
 Industrial Real Estate Central Region

EXHIBIT A

Red. TITLE OF ORDINANCE LEASE CONTRACT FROM NORFOLK & WESTERN RAILWAY COMPANY

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

Finance SYNOPSIS OF ORDINANCE LEASE CONTRACT WITH NORFOLK & WESTERN RAILWAY COMPANY

COVERING THE OCCUPATION OF RAILWAY LAND IN FORT WAYNE, INDIANA, BY THE CITY OF FORT WAYNE FOR SURFACE AUTOMOBILE PARKING FOR THE SUM OF \$14,600. PER YEAR.

(SEE ATTACHED LEASE AND LETTER FROM INDUSTRIAL REPRESENTATIVE)

EFFECT OF PASSAGE ADDITIONAL PARKING ON PLAZA FOR THE CITY OF FORT WAYNE AND PARKING AREA FOR CITY-COUNTY BLDG. AREA, NECESSARY IN LIEU OF NEW CORRECTION CENTER OCCUPYING THE CALHOUN-CLINTON STREET PARKING LOT.

EFFECT OF NON-PASSAGE DECREASE IN PARKING AREA AVAILABLE TO CITIZENS DOING BUSINESS IN THE CITY-COUNTY BUILDING.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$14,600. FROM REVENUES, I.E., ADDITIONAL METERED SPACES ON PLAZA AND FROM RENTAL OF SPACES.

ASSIGNED TO COMMITTEE